

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION OVER A PRIOR PATENT**Docket Number
1474-AU-CIP-CONT

In re Application of: Ronald N. Kessler

Application No.: 10/603,636

Filed: 6/25/2003

For: UNIVERSAL MAT WITH REMOVABLE STRIPS

The owner* R&L Marketing & Sales, Inc., of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 6,635,331. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.


In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☐ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 or Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is an attorney or agent of record.

 7-22-04
Signature Date

Fred H. Zollinger, III
Typed or printed name

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) included.

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this statement. See MPEP § 324.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Box Patent Application, Alexandria, VA 22313-1450.

ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (1.00), and of other good and valuable consideration paid to the undersigned Assignor, by the Assignee, **R&L Marketing & Sales, Inc.**, a corporation organized under the laws of the State of **Ohio**, having a business address of **1110 Thalla Avenue, Youngstown, OH 44512**, receipt whereof is hereby acknowledged, the undersigned Assignor by these presents does hereby sell, assign, transfer and set over and have sold, assigned, transferred and set over unto the said Assignee the entire right, title and interest in and to the invention or improvement in U.S. Patent Number **6,635,331** Issued **October 21, 2003**, titled **UNIVERSAL MAT WITH REMOVABLE STRIPS**, in and for the United States and all foreign countries, the same to be held and enjoyed by said Assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND SAID ASSIGNEE IS HEREBY AUTHORIZED to make application for and to receive Letters Patent for said invention in any of said countries at its election.

AND BY THIS COVENANT the undersigned Assignor will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in said Assignee, its successors, assigns or other legal representatives, and, upon the request and at the expense of said Assignee, will execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns or other legal representatives.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said invention, to said Assignee.

WITNESS:




Assignor: Ronald N. Kessler

Date 7/20/04

SAND & SEBOLT
Aegis Tower
4940 Munson Street, NW, Suite 1100
Canton, Ohio 44718-3615
Telephone (330) 244-1174
Facsimile (330) 244-1173
FHZ/CHC/kab
Attorney Docket: 1474-AU-CIP

ASSIGNMENT

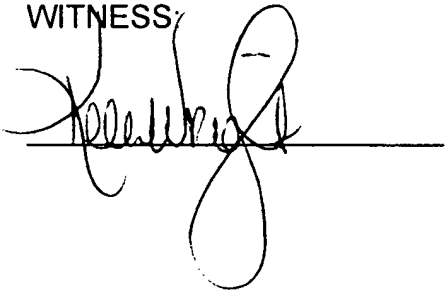
IN CONSIDERATION of the sum of One Dollar (1.00), and of other good and valuable consideration paid to the undersigned Assignor, by the Assignee, **R & L Marketing & Sales, Inc.**, a corporation organized under the laws of the State of **Ohio**, having a business address of **1110 Thalia Avenue, Youngstown, OH 44512**, receipt whereof is hereby acknowledged, the undersigned Assignor by these presents does hereby sell, assign, transfer and set over and have sold, assigned, transferred and set over unto the said Assignee the entire right, title and interest in and to the invention or improvement in U.S. Patent Application Serial Number **10/603,636** filed **June 25, 2003** titled **UNIVERSAL MAT WITH REMOVABLE STRIPS**, in and for the United States and all foreign countries, the same to be held and enjoyed by said Assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

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WITNESS:




Assignor: **Ronald N. Kessler**

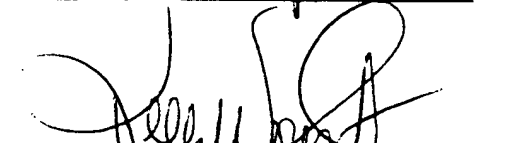
Date 9/23/03

State of Ohio

County of Mahoning

SWORN to and subscribed to before me this 23 day of September, 2003.

SEAL


NOTARY PUBLIC

KELLI I. WRIGHT
NOTARY PUBLIC FOR THE STATE OF OHIO
COLUMBIANA COUNTY
MY COMMISSION EXPIRES 7/06/08

SAND & SEBOLT
Aegis Tower
4940 Munson Street, NW, Suite 1100
Canton, Ohio 44718-3615
Telephone (330) 244-1174
Facsimile (330) 244-1173
FHZ/kab
Attorney Docket: 1474-AU-CIP-CONT